

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

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JUL 10 2008

PUBLIC SERVICE  
COMMISSION

In the Matter of:

THOMAS DEAN STAUFFER )  
 )  
 COMPLAINANT )  
 )  
 vs. )  
 )  
 BRANDENBUG TELEPHONE COMPANY )  
 )  
 DEFENDANT )

CASE NO. 2007-00399

APPEAL OF KYPSC ORDER OF JUNE 24, 2008

1. The Complainant disagrees with Number 1 of the order, in that the judgement was only for breach of contract! It did not establish the right of Brandenburg to violate state and federal (FCC) rules and regulations in combining the accounts.
2. On April 22, 2008, the complainant sent Brandenburg a check for \$23.25 for the month of August 2007, the undisputed amount, along with a ledger showing the regular charges and our payments. Copy enclosed. They have yet to tender the check!
3. Brandenburg should not be allowed to assess late fees for June as the bill violated their own tariffs and FCC regulations that all charges be clearly marked as to what they are for and that non payment of these charges will not result in termination of service. When I got the bill, I had no idea what the previous balance was for. There was no indication of what the \$166 previous balance was for.
4. Brandenburg has made no attempt to remove the 4992 billing from my 4836 billing. They put it on the account in two days, they could easily remove it in seven days!

5. Complainant disagrees with the Commissions statement referenced at 28, "...It has since retracted its claim..." The wording of their April 9, 2008 response does not retract their previous claims, but denies them. (See bottom of this paragraph) In the Defendants motion of October 3, 2007, they declared, "The amount that Complainant disputes is \$228.37, and that amount relates to an account (270-496-4992; the "Disputed Account") for which **Complainant is a responsible party.**" In your Order of June 24, 2008, page 8 first complete paragraph, second sentence, "In response, Brandenburg asserted that it has not sought to hold Complainant responsible for his son's or his wife's liability on the delinquent Account." This is an abbreviated version of their statement. Their statement implies that they never threatened my service. Please see Exhibit G of my September 11 2007 filing. The past due that they declare must be paid by 7/30/2007 or they are required to disconnect our service at 496-4836, is \$228.32 the amount of the 4992 bill minus the 5 cents we overpaid! Since the statement of Brandenburg of April 9, 2008 was certified by Allison T. Willoughby of Brandenburg Telephone, it is the Complainants view that this constitutes Perjury!
6. Complainant disagrees with the second sentence of page 9. See Complainants filing of December 21, 2007 at 7. My wife tried to limit her liability in this matter when the long distance charges started stacking up, but Brandenburg refused to make any changes in the 4996 service without David and Stacy being present. When she signed up as a responsible party it wasn't a blank check for Brandenburg to charge whatever it wanted to without any control to terminate or limit service! This violated section 12 of 807 KAR 5:06

7. The Complainant Appeals the decision based on errors and omissions.

### HISTORY

Ever since Brandenburg illegally combined the accounts on one bill, they have threatened disconnection of our service @ 270 496-4836. See the letters of demand that they left out of their accounting of the billings. Please also note that they post the payments at least one day after receiving the payment, Note the counter receipt for June 27, 2007, but the ledger they sent you shows payment on the 28<sup>th</sup>. Our July payment was made out on the 23<sup>rd</sup> of July at the counter but not posted until the 24<sup>th</sup> and a late fee was assessed! But the Disconnection letter dated July 24, 2007, shows the payment posted and the balance is \$228.32 the approximate amount of the 4992 bill. Due to the combining of the accounts, there was no way to know that they were misapplying our payments to the 4992 account. That would explain the collection phone call we received in July, 2007 threatening to disconnect our phone for nonpayment. Then in August, I had Ilissa stop by the Brandenburg Telephone to "Drop off" a \$30.00 check. That's when Brandenburg told her that they needed \$90.00 for June, July and August, even though we had already paid for June and July. The only way that they would keep our phone on was for her to sign the Promissory note of August 29, 2007. At this point, since she was objecting that we had already paid June and July, Brandenburg was required under 807 KAR 5:06 Section 9, to notify her in writing of her right to call the PSC along with your number and address. Please note Ilissa's signature on the promissory note and compare it to her signature on the signature cards and checks. She was shaking and trembling from fear and anxiety. Since it appeared that Brandenburg was stealing our payments, mine too, I

felt there was no sense in paying any more until this matter was resolved. I stopped payment on the \$30.00 check for August as the previous two checks had not been properly credited to our account, and then filed a formal complaint with the PSC.

From the very beginning, after filing the complaint, Brandenburg has made every possible attempt to disconnect our phone. In their answer they requested permission to disconnect our phone. Then they filed a motion to disconnect our phone. Then they sent us a letter threatening to file a motion to disconnect our phone arguing that there was no way that we could dispute the August bill, denying our rights to do so!

On November 21, 2007, the Commission issued an order with a stern warning to Brandenburg, citing penalties allowed under KRS 278.990 and denying their motion to disconnect our service. In spite of the order and warning, Brandenburg continued to make threats including the letter from J.D. Tobin III, on a photocopy of their attorney's letterhead, dated, January 10, 2008. This defied the Commissions Order of November 21, 2007.

The harassment finally stopped with the filing of the lawsuit against my wife and son. This is why I believe that this lawsuit was aimed at me and violated KRS 278.170 (1) as it was only directed against my family and not the third party, Stacy Kelley, also a signee on 4992.

The Judgment against David and Ilissa Stauffer was under appeal at the time that Brandenburg declared this complaint Moot. Brandenburg was fully aware of the appeal and chose to lie about the issue, showing its arrogance and utter contempt for due process of law unless of course it benefits them. Since Brandenburg knew about the appeal and still claimed that the judgment made this complaint Moot, it reinforces my belief that the

law suit was directed at me for filing a complaint against them. The Appeal was dismissed, July 3, 2008 as we could not get any local Attorney that didn't have a conflict of interest.

On April 22, 2008, I gave Brandenburg a check for \$23.25 for August 2007, adjusted for the over payments made in June and July. They have not negotiated the check yet, which leads me to believe that they plan to continue to attempt termination of service and harassment as soon as the case is dismissed, as they have gotten away with every thing so far.

#### **ISSUES STILL UNRESOLVED**

- 1.** The combining of the two accounts violated FCC **Truth in Billing policy** under section 64.2401 that a telephone company's bill must: (1) be accompanied by a brief, clear, non-misleading, plain language description of the services rendered;...(4)contain full and non-misleading descriptions of charges; (5)identify those charges for which failure to pay will not result in disconnection of the customer's basic local service: and (6)Provide a toll-free number for customers to call in order to lodge a complaint or obtain information. It also violated KRS 278.220 as it bases Kentucky law on the appropriate Federal law. (Please note that the previous balance since it was from a different address, was not subject to disconnection for non payment and should have been marked as such, but that would have defeated the whole purpose.)
- 2.** The combining of accounts was not necessary as stated by Brandenburg in order to keep track of the bill. I went in person to pay recently and they demanded that I pay

the \$40.00 from August that is not on the billing but comes up on their computers. If they can do that for the returned check they can do it for another account!

**3. The real reason for combining the accounts:**

- A.** It generates Disconnection notices illegally threatening disconnection of your active account for nonpayment of an inactive account when there is no legal right to disconnect. (See Exhibit G of my original filing. We had paid on time and the only balance was that of the disputed account 4992.)
- B.** It transfers responsibility from the original user to a non-responsible party, thus expanding the probability of the account being paid.
- C.** It allows them to secure payment on the account by diverting payment from the customers active account to the inactive account. Then after several months they demand payment for the customer's active account under threat of disconnection, or worse yet disconnect the active service and demand full payment before reconnecting.
- D.** In combining the accounts under one account number it obscures where they are posting payments. Since it is all lumped together as one balance, the payment shows as a reduction of the balance with no way of knowing to which account the payment was applied.
- E.** Since a late fee can only be applied once to any given charge, by applying the payment to the past due amount, they can apply a late fee to the current account. (Please note that the late fees are not itemized they just magically appear in the balance forward.)

- F.** Some people will pay the bill even-though they are not responsible just to avoid trouble.
  - G.** Since Brandenburg Telephone refuses to include the toll free number of the Public Service Commission on their billing as prescribed by law, most people don't even realize that there is anything that can be done for them. (As in my case you haven't done anything yet! Brandenburg is still harassing us.)
  - H.** It illegally gives them the edge of force or leverage. Since they could no longer threaten David with disconnecting of his service as he voluntarily terminated it, they turned all their fury on our service even though they had no legal right to threaten ours. This is the only logical conclusion one can make from this situation.
  - I.** It illegally damages the Complainant's credit worthiness. There would have been no stop payment of the August check if these accounts had been separated.
4. The harassment and defiance of the Commission's order of November 21, 2007. After warning Brandenburg about KRS 278.990, J.D. Tobin III, sent us a disconnection notice January 10, 2008 impersonating an attorney and demanding payment for the August bill even though their motion had been denied.
5. Allison T. Willoughby needs to answer the charges of perjury as she testified under oath that the balance of the 4992 account was \$228.37. In spite of being served a copy of Ilissa and David's appeal of the small claims judgment in which #7 explains the over charge for the month of June, she made no attempt to correct the amount. Instead Brandenburg just filed a motion to dismiss. (a copy of the appeal enclosed)

6. Allison T. Willoughby also needs to face the charges of perjury in claiming they never threatened the Complainant's service for non-payment of David and Ilissa's account. (See top of page 3 of Brandenburg's response dated April 9, 2008, and exhibit G of Complainant's original filing.)
7. Brandenburg needs to answer in person and under oath the question if they actually miss applied June and July's payments. If they did how can they justify taking the June payment that the Complainant made when he was not a signee on the 4992 account? On the other hand it would explain the July 24, 2007 notice of disconnection and late fee, the disconnection call, and the August demand for additional \$60.00 under penalty of disconnection. If they stick to their story that they never misapplied a payment, then explain the late fee and disconnection notice for July and the Additional \$60 demand in August under penalty of disconnection. If the latter then the Commission needs to look into the issue of late posting of payments made on time so they can collect late fees. This type of situation has been turned into a class action in which the perpetrators had to refund everyone's late payments for the past two or three years. (home mortgage companies)
8. In the light of KRS 278.170 how can Brandenburg justify billing the Complainants service while ignoring Stacy Kelley as a responsible party? There were two signees at 400 Blevins, the actual users, and only one signee at 420 Blevins.
9. Then there is the issue of the August 2007 payment that they are holding. The complainant believes that they are waiting for this dismissal to be final then they will disconnect our active service for non-payment of the August bill. The complainant bases this on the harassment in spite of the Commissions warnings, the reputation of



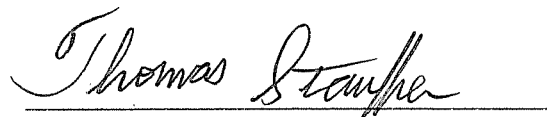
Brandenburg Telephone for exacting revenge against anyone who opposes them in anyway. This should be apparent in Brandenburg's non-compliance with posting of the Commission's contact info on the billings in the lobby and in their tariffs 2.5.6 in which Brandenburg quotes the first part of 807 KAR 5:06 section 9, but stops where it starts to talk about notifying the customer of the Commission's contact info. Note if they had given My wife the option of calling the Commission, she wouldn't have had to sign the promissory note!

10. Without executing penalties against Brandenburg there is no reason for them to change the way they do business

With the possible exception of number 8 above, the Judgment by Meade County court has no effect on these arguments. In fact it actually adds fuel to the fire in the case of perjury. Just to test Brandenburg's willingness to comply with the order, I went there July 8, 2008 to get the phone service transferred into my name only, as listed in the Order of June 24, 2008. Allison Willoughby came out and said that the Order isn't final yet, "We will deal with it appropriately then," whatever that means? They have already shown by their past actions that they have no intention of complying with their part of the order!

The complainant prays that the Commission will reconsider and hear this case!

July 9, 2008

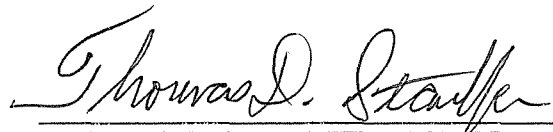


Thomas Stauffer, Complainant

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing has been filed and served via first class United States Postal Service, with sufficient postage paid on this 9<sup>th</sup> day of July, 2008, upon the following:

Brandenburg Telephone  
C/O  
John E. Selent  
Dinsmore & Shohl LLP  
1400 PNC Plaza, 500 West Jefferson St.  
Louisville, KY 40202

  
\_\_\_\_\_  
THOMAS D. STAUFFER, COMPLAINANT

## August 2007 bill for 496-4836

In June, 2007, Brandenburg Telephone attached a bill for 496-4992 to the billing for 496-4836. Unsure of what was going on, I waited until I could get off work early enough to come in and talk with someone in person about the bill. That is why it was late! In July we were not late but charged a late fee anyway. To clear up the matter of the August payment I will be deducting the over payments made in June and July from the August billing. The amount for June I am estimating as there is no separation of accounts as to the taxes or late fees!

June estimated charges-----	\$28.41
July charges-----	\$28.41
August charges-----	\$28.38
<b>TOTAL GROSS-----</b>	<b>\$85.20</b>
June Payment-----	\$30.95
July Payment-----	\$31.00
<b>Balance Due-----</b>	<b>\$23.25</b>
<b>Enclosed Check #1143-----</b>	<b>\$23.25</b>

4/22/08

**IN DISTRICT COURT OF MEADE COUNTY**

**CASE No. 08-S-049**

**PLAINTIFF: BRANDENBURG TELEPHONE COMPANY**

**vs.**

**DEFENDANTS: ILISSA L. STAUFFER**

**DAVID D. STAUFFER**

**AMENDMENT TO THE APPEAL OF APRIL 23, 2008**

Due to a clerical error, David D. Stauffer was never sent a copy of the Judgment of April 23, 2008. One copy was sent to the residence of Illissa & David Stauffer at 420 Blevins Rd. Payneville, KY 40157. David lives at 400 Blevins not 420, and the correct address was on file. Since he never received a copy of the Judgment he should not be bound by the 10 days to appeal!

Sincerely, Thomas Stauffer, Husband and father of Defendants.

April 23, 2008 \_\_\_\_\_

P.S. Both Defendants are out of town or they would have signed this.

**IN DISTRICT COURT OF MEADE COUNTY**

**CASE No. 08-S-049**

**PLAINTIFF: BRANDENBURG TELEPHONE COMPANY**

**vs.**

**DEFENDANTS: ILISSA L. STAUFFER**

**DAVID D. STAUFFER**

**APPEAL OF THE SMALL CLAIMS JUDGMENT OF APRIL 4, 2008**

Comes the defendants, Ilissa L. Stauffer and David D. Stauffer based on the following errors, Perjury, and new evidence not available at the time of the hearing.

**ARGUMENTS**

1. Brandenburg Telephone Company is a regulated business and answers to the Public Service Commission, who alone grants it license to do business in the Commonwealth as long as it abides by the rules and regulations set forth by it. KRS 278.040. Text is Exhibit 1.
2. This lawsuit violates KRS 278.170, 278.260, 807 KAR 5:061 Section 13, and 807 KAR 5:006 Section 11.
  - A. KRS 278.170 “No utility shall as to rates or service, give any unreasonable preference or advantage to any person or subject any person to any unreasonable prejudice or disadvantage, or establish or maintain any unreasonable difference between localities or between classes of service for doing a like and contemporaneous service under the same or substantially the same conditions.”  
The lawsuit discriminates and exercises, “Unreasonable prejudice or

disadvantage,” to the Stauffers while giving, “Unreasonable preference or advantage,” to Stacy Kelley also a signee on the account.

- B. KRS 278.260 “The commission shall have original jurisdiction over complaints as to rate or service of any utility, **and upon a complaint in writing made against any utility by any person that any rate in which the complainant is directly interested is unreasonable or unjustly discriminatory, unsafe, insufficient or unjustly discriminatory,...The commission shall proceed, with or without notice to make such an investigation as it seems necessary or convenient. ...**”

The Public Service is still investigating this matter: see Exhibit 2 dated March 25 from the Commission.

- C. 807 KAR 5:061 Section 13 “Customer Billing. Bills to customers shall be rendered regularly and shall contain clear listings of all charges. The utility shall comply with reasonable customer requests for an itemized statement of charges. All toll charges shall be itemized separately.” In spite of our reasonable requests to keep 4836 and 4992 on separate billings, Brandenburg Telephone refused to render separate bills. If they had separated the bills as required by law this bill would have been paid!

- D. 807 KAR 5:006 Section 11 “Status of Customer Accounts During Billing Dispute. With respect to **any** billing dispute to which Section 10 (re: metered service) of this administrative regulation does not apply, customer accounts shall be considered current while the dispute is pending as long as a customer continues to make undisputed payments and stays current on subsequent bills.” All undisputed bills and all subsequent bills to the September 11, 2007 filing of 2007-00399 have

been paid on time! In the December 21 filing with the Commission, the issue was brought before the Commission of the disputed balance as Brandenburg refused not only to remove Ilissa as a responsible party but also refused to terminate service or cut off the long-distance service. As a responsible party, she certainly had the right to terminate the service! If Brandenburg had adhered to their own tariffs and terminated service when requested, March 28, 2007, this bill would have been paid a long time ago!

3. Brandenburg Telephone Company's billing practices are in violation of general accounting methods and of those set forth by KRS 278:220. Exhibit 3 By combining the two accounts of 496-4836 and 496-4992 for which they testified to doing, they obscured any accountability for payments made to the accounts and to which accounts the taxes are charged.
4. This account is the heart and soul of the complaint filed against Brandenburg Telephone before the Public Service Commission, Case no. 2007-00399. We know it is confusing but without the bills being combined there would be no complaint about 4836. Since Brandenburg combined the accounts illegally, it has been a mess. When questioned about the practice of combining accounts, the question should have been "By what statute or tariff gives you (them) the authority to combine the bills. Just because they have been doing it and getting away with it doesn't make it legal!
5. Brandenburg declares that the suit is for breach of contract only! However, a contract is not a blank check. By violating Kentucky Law and their own Tariffs, they first breached their side of the contract!

6. In Brandenburg's response to Defendants' motion to dismiss, the plaintiffs deliberately misquoted KRS 278.260 putting a period in the middle of the sentence where there is a comma and adding the word **Only** which they added to change the scope of the law in their favor! A partial text listed under 2B with the deleted part in bold. A complete text is Exhibit 4
7. In testimony under oath (page 19 starting at line 16) Ms. Willoughby declares the amount of \$228.37 to be correct without proving so much as a copy of the final bill. The defendants are prepared to prove to the court that this is an over billing and constitutes perjury! In June, 2007 we were billed for regular "Recurring charges." Per PSC TARIFF NO1 SECTION 2 Original Sheet No 2.5, 2.5.5 Par 2 "Monthly recurring charges are billed in advance and usage-based charges are billed in arrears." Since the service terminated in May, The June billing is an overcharge. See Exhibits 5 and 6 June billing and tariff respectfully.
8. Brandenburg Telephone illegally stole money from Thomas and Ilissa Stauffer and threatened to disconnect their service at 496-4836 for charges from 496-4992. On page 37 starting at line 12, Transcript of the hearing, Ms Willoughby states that, "We can't disconnect a service (f)or a bill that was run up at another location..." In the months of June and July, 2007, Brandenburg Telephone took payments made by Thomas Stauffer in June and Ilissa Stauffer in July intended to pay their own bill of 4836, and applied them to this account, this is what Ilissa Stauffer was trying to say on page 18 of the hearing starting at line 9. Because of this Brandenburg sent letters threatening to cut off our service at 4836 for non-payment because they stole payments intended for 4836 and applied to 4992. This is the only explanation for the



demand for payment of \$60 for unpaid bills for 4836. See copy of Promissory note dated August 28, 2007. Exhibit 7. Please note the Exhibit 8 Termination notice for balance of \$228.32 Dated July 24, 2007. This notice was presented at the hearing but a copy is enclosed for your convenience.

9. In the transcript of the hearing page 44 line 8 Mr. Selent on behalf of the phone company stated, “—there’s no primary or secondary...” If there is no primary or secondary, then there is no excuse for denying termination of service on March 28, 2007 when Ilissa Stauffer made such request. 807 KAR 5:006 Section 12.  
“Customer’s Request for Termination of Service. (1) Any customer desiring service terminated or changed from one address to another shall give the utility three (3) working days’ notice in person, in writing, or by telephone, provided such notice does not violate contractual obligations or Tariff provisions. The customer shall not be responsible for charges for service beyond the three (3) day notice period...” PSC KY TARIFF NO. 1 SECTION 2 Original Sheet No.31 2.5.8 paragraph 1 “Service may be terminated at any time upon reasonable notice from the subscriber to the company.”  
Exhibit 8. According to PSC law and their own Tariff, there is no reason to refuse disconnection of service in March not May when Ilissa went there to stop the abuse of her responsibility.
10. In both the hearing in small claims and in defense of their suit against Ilissa and David Stauffer before the Public Service Commission in answer dated April 09, 2008, (Exhibit 9) At the top of page 3 Brandenburg states, “Brandenburg Telephone has not, taken any action against Complainant (Thomas) as a result of Ms. Stauffer’s (and her son’s) default on the delinquent account. It has not transferred Ms. Stauffer’s

(and her son's) liability on the delinquent account to complainant. It has not sought to hold Complainant (as responsible party on the existing account) liable for the debt on the delinquent account. It has not threatened to disconnect services to Complainant for Ms. Stauffer's (or her son's) nonpayment of the indebtedness on the delinquent account." ...Brandenburg specifically, Allison Willoughby, has committed perjury as they have declared before the Public Service Commission in their Motion dated October 05 2007, Exhibit 10, Second paragraph, "The amount that the Complainant disputes is \$228.37, and that amount relates to an account (270-496-4992; the "Disputed account") for which Complainant is a responsible party."

Both the letter dated July 24, 2007 (Exhibit 11) and the Promissory note dated August 29, 2007, (that was presented in court and is Exhibit 7) threaten disconnection of service for non payment of the \$228.37 plus or minus a few cents! Please note the July 24, 2007 note was just for the \$228 as we had already paid the charges for 270-496-4836!

11. The Defendants never "Refused to pay" this bill. We have had some hard financial times as my husband, Thomas, had been unemployed for 8 months and when he started working last April, he was only getting 20 hours a week. We asked for separate bills so that we could go after Mr. Kelley for all his long distance calls without having 4836 billing with it. It makes it too confusing!
12. This is a landmark case as never in the history of the Public Service Commission has any utility filed suit against a customer while the Commission was investigating the same account! It has really stirred up things in Frankfort! Today, Thomas was working in Frankfort, and went by the Commission to get a copy of a document, and

a total stranger came up and asked him if he was Thomas Stauffer. He was very surprised. She explained that this case is the buzz of Frankfort as it has never happened before. It would not surprise us that the Commission executes penalties against Brandenburg Telephone and all involved under KRS 278.990.

**CONCLUSION**

In conclusion, The breach of contract was first committed by Brandenburg Telephone, and the only evidence of the bill is testimony of someone willing to commit perjury to defend their position. This case violates state law governing utilities in that it gives unfair advantage to Stacy Kelley and disadvantage to the Stauffers!

The Defendants plead the court for reconsideration to reverse the judgment and plead the court for judgment in the amount of \$1500.00 which doesn't begin to reimburse all the lost wages from dealing with the phone company in this matter.

Sincerely,

ILISSA L. STAUFFER \_\_\_\_\_

DAVID D. STAUFFER \_\_\_\_\_

2. REGULATIONS (Cont'd)

2.5 Establishment and Furnishing of Service (Cont'd)

2.5.6 Resolution of Disputes

Upon receiving a complaint from a customer at the Company's office, either by telephone, in writing or in person, the Company will make a prompt and complete investigation and advise the complainant of its findings. A record of the complaint will be kept and show the name and address of the complainant, date and nature of the complaint, and the adjustment or disposition of the complaint.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAY 23 2001

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Stephan D. Butt

SECRETARY OF THE COMMISSION

Effective Date: May 23, 2001

Issue Date: April 23, 2001

Issued By:

Allison Willoughby  
Allison Willoughby, President

Issued by Authority of the Order of the Public Service Commission of the Commonwealth of Kentucky in Administrative Case No. 370, dated January 8, 1998.



## Consumer Policy Issues

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**CGB**

Consumer &  
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Policy Division  
445 12th Street, SW  
Washington, DC 20554  
202 418 2512

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*Express*

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comments electronically  
using ECFS Express.

### COMPLAINTS:

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FCC is easy.](#)

# Truth-In-Billing Policy

The Commission has adopted Truth-in-Billing rules to improve consumers' understanding of their telephone bills. Among other things, section 64.2401 of the rules require that a telephone company's bill must: (1) be accompanied by a brief, clear, non-misleading, plain language description of the service or services rendered; (2) identify the service provider associated with each charge; (3) clearly and conspicuously identify any change in service provider; (4) contain full and non-misleading descriptions of charges; (5) identify those charges for which failure to pay will not result in disconnection of the customer's basic local service; and (6) provide a toll-free number for customers to call in order to lodge a complaint or obtain information.

The Commission also determined that all telecommunications providers should use standard labels on bills when referring to line item charges relating to federal regulatory action, such as universal service fees, subscriber line charges, and local number portability charges.

## Major Truth-In-Billing Orders and Notices

10/07/2005

FCC Announces OMB Approval of Revised Information Collection(s) Concerning Its Truth-In-Billing Rules.  
News Release: [Word](#) | [Acrobat](#)

3/18/2005

FCC Extends Truth-in-Billing Rules to Wireless Phones; Seeks Comment on Additional Measures to Increase Ability of Consumers to Make Informed Choices.

Order: [Word](#) | [Acrobat](#)

News Release (3/10/05): [Word](#) | [Acrobat](#)

Powell Statement: [Word](#) | [Acrobat](#)

Abernathy Statement: [Word](#) | [Acrobat](#)

Capps Statement: [Word](#) | [Acrobat](#)

Adelstein Statement: [Word](#) | [Acrobat](#)

6/23/2004

NASUCA PETITION FOR DECLARATORY RULING REGARDING TRUTH-IN-BILLING. Granted NASUCA's Motion for Extension of Time. Revised Reply Comment Date: August 13, 2004. (Dkt No. 04-208). Reply Comments Due: 08/13/2004. Adopted: 06/23/2004 by ORDER. (DA No. 04-1820) [Word](#) | [Acrobat](#)